

ATTACHMENT A-1

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of June 26, 2000

by and between

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,

d/b/a

BELL-ATLANTIC - MASSACHUSETTS

and

CTC COMMUNICATIONS CORP.

traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission ("Internet Traffic"), unless and until determined otherwise by the Department, a court of competent jurisdiction, or the FCC pursuant to *Inter-Carrier Compensation for ISP-Bound Traffic*, Notice of Proposed Rulemaking, CC Docket No. 96-98, 14 FCC Rcd. 3689 (Rel. Feb. 26, 1999).

(b) A new sentence (on reciprocal compensation arrangements) is hereby added at the end of Section 2.4.3 of Attachment IV of the Separate Agreement, as follows:

"In addition, the reciprocal compensation arrangements set forth in this Agreement are not applicable to exchange access traffic."

2.2 The Parties agree that if any Judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to CTC hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to CTC.

2.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide Combinations and any services related to its provision of Combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof

2.4 For the avoidance of doubt, the Parties acknowledge and agree that the term "Dedicated Transport", as described in Section 10 of Attachment III of the Separate Agreement, includes subscriber premises only if such premises contain Central Office switching equipment used for interoffice transmission to and from the other end of the Dedicated Transport path.

2.5 The entry into, filing and performance by BA of this Agreement does not in any way constitute a waiver by BA of any of the rights and remedies it may have to seek review of any of the provisions of the Separate Agreement, or to petition the Department, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement in connection with CTC's election under Section 252(i) of the Act.

ATTACHMENT A-2

SECTION 8 REGULATORY APPROVAL

8.2 In the event the FCC or the Department promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially reduce or alter the services required by statute or regulations and embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 16 (Dispute Resolution Procedures) hereof.

8.3 In the event that any legally effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MCI or BA to perform any material terms of this Agreement, MCI or BA may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding or has otherwise become legally effective) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required.

SECTION 16 DISPUTE RESOLUTION PROCEDURES

16.1 The Parties recognize and agree that the Department has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Department for resolution. The Parties agree to seek expedited resolution by the Department, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Department appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Department proceeding each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

ATTACHMENT A-3

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS, F/K/A NEW ENGLAND
TELEPHONE AND TELEGRAPH COMPANY, D/B/A BELL ATLANTIC - MASSACHUSETTS**

and

CTC COMMUNICATIONS CORP.

This Amendment No. 1 (this "Amendment") to the Interconnection Agreement (the "Agreement") which became effective July 14, 2000 is by and between Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ("Verizon"), a New York corporation at 185 Franklin Street, Boston, Massachusetts 02110 and CTC Communications Corp. (CTC), a Massachusetts corporation with offices at 360 Second Avenue, Waltham, Massachusetts 02451. Verizon and CTC being referred to collectively, as the "Parties" and individually as a "Party". This Amendment covers services in the Commonwealth of Massachusetts the ("State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated July 14, 2000 (the "Adoption Letter"), CTC adopted in the Commonwealth of Massachusetts, the interconnection agreement between MCImetro Access Transmission Services and Verizon (the "Terms"); and

WHEREAS, subsequent to the approval of the Terms CTC notified Verizon that it desired to amend the Terms; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Terms and

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, Applicable Law.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in the UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment attached hereto shall govern Verizon's provision of Network Elements to CTC.

UNE Remand Attachment

1. General

- 1.1. Verizon shall provide to CTC, in accordance with the Terms, as amended (hereinafter referred to in this UNE Remand Attachment as the "Agreement"), this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to CTC only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to CTC to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine Network Elements that are not already combined in Verizon's network. Consistent with the foregoing, should CTC engage in a pattern of behavior that suggests that CTC either i) knowingly induces Verizon Customers to order Telecommunications Services from Verizon with the primary intention of enabling CTC to convert those Telecommunications Services to UNEs or Combinations, or ii) itself orders Telecommunications Services from Verizon without taking delivery of those Telecommunications Services in order to induce Verizon to construct facilities that CTC then converts to UNEs or Combinations, then Verizon will provide written notice to CTC that its actions suggest that CTC is engaged in a pattern of bad faith conduct. If CTC fails to respond to this notice in a manner that is satisfactory to Verizon within fifteen (15) business days, then Verizon shall have the right, with thirty (30) calendar days advance written notice to CTC, to institute an embargo on provision of new services and facilities to CTC. This embargo shall remain in effect until CTC provides Verizon with adequate assurances that the bad faith conduct shall cease. Should CTC repeat the pattern of conduct following the removal of the service embargo, then Verizon may elect to treat the conduct as an act of material breach in accordance with the provisions of the Agreement that address default.
- 1.3. CTC may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to CTC. Without limiting the foregoing, CTC may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to CTC in order to allow CTC to provide such Exchange Access services.
- 1.4. Notwithstanding any other provision of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment:

- 1.4.1. To the extent Verizon is required by a change in Applicable Law to provide to CTC a UNE or Combination that is not offered under the Agreement, this UNE Remand Attachment, and the Pricing Appendix to the UNE Remand Attachment to CTC as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.
- 1.4.2. Verizon shall not be obligated to provide to CTC, and CTC shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.5. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to CTC, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to CTC. If Verizon terminates its provision of a UNE or a Combination to CTC pursuant to this Section 1.5 and CTC elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with CTC to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of CTC; and, (b) CTC shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.
- 1.6. Nothing contained in the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement, this UNE Remand Attachment and the Pricing Attachment to the UNE Remand Attachment as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to CTC on an unbundled basis or in combination with other Network Elements.
- 1.7. Except as otherwise expressly stated in the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment, CTC shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with Verizon's tariffs at the Verizon Wire Center where those UNEs exist, and each Loop or Port shall, in the case of Collocation, be delivered to CTC's Collocation node by means of a Cross Connection.
- 1.8. If as the result of CTC Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the CTC Customer premises, CTC will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Appendix to the UNE Remand Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.
- 1.9. Notwithstanding anything else set forth in the Agreement, this UNE Remand Attachment or the Pricing Appendix to the UNE Remand Attachment and subject

ATTACHMENT B-1

AMENDED, EXTENDED AND RESTATED AGREEMENT

by and between

DSLNET COMMUNICATIONS, LLC

and

VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS

FOR THE COMMONWEALTH OF

MASSACHUSETTS

Commonwealth of Massachusetts, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.
- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to DSLnet hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and DSLnet shall reimburse Verizon for any payment previously made by Verizon to DSLnet that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to DSLnet of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

5. Assignment

to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. Discontinuance of Service by DSLnet

- 13.1 If DSLnet proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, DSLnet shall send written notice of such discontinuance to Verizon, the Commission, and each of DSLnet's Customers. DSLnet shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, DSLnet shall send such notice at least thirty (30) days prior to its discontinuance of service.
- 13.2 Such notice must advise each DSLnet Customer that unless action is taken by the DSLnet Customer to switch to a different carrier prior to DSLnet's proposed discontinuance of service, the DSLnet Customer will be without the service provided by DSLnet to the DSLnet Customer.
- 13.3 Should a DSLnet Customer subsequently become a Verizon Customer, DSLnet shall provide Verizon with all information necessary for Verizon to establish service for the DSLnet Customer, including, but not limited to, the DSLnet Customer's billed name, listed name, service address, and billing address, and the services being provided to the DSLnet Customer.
- 13.4 Nothing in this Section 13 shall limit Verizon's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

14. Dispute Resolution

- 14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- 14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

15. Force Majeure

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

49. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE** WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

50. Withdrawal of Services

- 50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to DSLnet.
- 50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to DSLnet terminate any provision of this Agreement that provides for the payment by Verizon to DSLnet of compensation related to traffic, including, but not limited to, Reciprocal Compensation and other types of compensation for termination of traffic delivered by Verizon to DSLnet. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to DSLnet related to traffic only to the extent required by Applicable Law. If Verizon exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to DSLnet related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.

NETWORK ELEMENTS ATTACHMENT

1. General

- 1.1 Verizon shall provide to DSLnet, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to DSLnet only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to DSLnet to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by Applicable Law. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.
- 1.3 DSLnet may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to DSLnet. Without limiting the foregoing, DSLnet may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to DSLnet in order to allow DSLnet to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of this Agreement:
 - 1.4.1 To the extent Verizon is required by a change in Applicable Law to provide to DSLnet a UNE or Combination that is not offered under this Agreement to DSLnet as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.
 - 1.4.2 Verizon shall not be obligated to provide to DSLnet, and DSLnet shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to DSLnet, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to DSLnet. If Verizon terminates its provision of a UNE or a Combination to

DSLnet pursuant to this Section 1.5 and DSLnet elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with DSLnet to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of DSLnet; and, (b) DSLnet shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

- 1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to DSLnet on an unbundled basis or in combination with other Network Elements.
- 1.7 If as the result of DSLnet Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the DSLnet Customer premises, DSLnet will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.

2. Verizon's Provision of Network Elements

Subject to the conditions set forth in Section 1 of this Attachment, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide DSLnet access to the following:

- 2.1 Loops, as set forth in Section 3 of this Attachment;
- 2.2 Line Sharing, as set forth in Section 4 of this Attachment;
- 2.3 Line Splitting, as set forth in Section 5 of this Attachment;
- 2.4 Sub-Loops, as set forth in Section 6 of this Attachment;
- 2.5 Inside Wire, as set forth in Section 7 of this Attachment;
- 2.6 Dark Fiber, as set forth in Section 8 of this Attachment;
- 2.7 Network Interface Device, as set forth in Section 9 of this Attachment;
- 2.8 Switching Elements, as set forth in Section 10 of this Attachment;
- 2.9 Interoffice Transmission Facilities (IOF), as set forth in Section 11 of this Attachment;
- 2.10 Signaling Networks and Call-Related Databases, as set forth in Section 12 of this Attachment;
- 2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and
- 2.12 Other UNEs in accordance with Section 14 of this Attachment.

3. Loop Transmission Types

- 3.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall allow DSLnet to access Loops unbundled from local switching and local

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AGREEMENT

between

Verizon New England Inc.,

d/b/a

Verizon Massachusetts

and

SPRINT Communications Company L.P.

- 8.3 In the event that a change in Applicable Law materially affects any material terms of this Agreement or the rights or obligations of either SPRINT or VERIZON hereunder or the ability of SPRINT or VERIZON to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.
- 8.4 Notwithstanding anything herein to the contrary, in the event that as a result of any unstayed decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that a Party ("Providing Party") shall not be required to furnish any service, facility, arrangement or benefit required to be furnished or provided to the other Party ("Recipient Party") hereunder, then the Providing Party may discontinue the provision of any such service, facility, arrangement or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order or determination by providing sixty (60) days prior written notice to the Recipient Party, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff [including, but not limited to, to the extent applicable, in VERIZON Tariffs DTE MA Nos. 10, 14, 15, 16 or 17, or F.C.C. No. 11] or Applicable Law) for termination of such Discontinued Arrangement, in which event such specific period and/or conditions shall apply. Immediately upon provision of such written notice to the Recipient Party, the Recipient Party shall be prohibited from ordering and the Providing Party shall have no obligation to provide new Discontinued Arrangements.
- 8.5 Nothing contained in this Agreement shall limit either Party's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated, any order (including, but not limited to, the Arbitration Orders), rule, regulation, decision, ordinance or statute issued by the Department, the FCC, any court or any other governmental authority, related to, concerning or that may affect a Party's obligations under this Agreement or Applicable Law.

9.0 Regulatory Matters

Each Party shall reasonably cooperate with the other in obtaining and maintaining any required regulatory approvals for which the Party is responsible in connection with the performance of its obligations under this Agreement.

10.0 Liability and Indemnity

- (f) If any discount or portion of a discount in price provided to SPRINT under this Agreement (including, but not limited to, a wholesale discount provided for in Part IV) is based on anticipated Tax savings to VERIZON because it was anticipated that receipts from sales of VERIZON services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the VERIZON services would be sold to SPRINT for resale, and VERIZON is, in fact, required by Applicable Law to pay such Tax on receipts from sales of VERIZON services to SPRINT, then, as between VERIZON and SPRINT, SPRINT shall be liable for, and shall indemnify and hold harmless VERIZON against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either SPRINT or VERIZON with respect to the Tax on VERIZON's receipts.
- (g) All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 16, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 18 as well as to the following:

To Verizon: Tax Administration
Verizon Communications, Inc.
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To SPRINT: Dave Sanchez
Tax Administration
SPRINT Corporation
6500 SPRINT Parkway
Overland Park, KS 66251

Mailstop: KSOPHL0512

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 16. Any notice or other communication shall be deemed to be given when received.

17.0 Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

18.0 Notices

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing (unless otherwise specifically provided herein) and shall be sufficiently given if (a) delivered personally, (b) delivered by prepaid overnight express service or (c) delivered by confirmed telecopier transmission with a copy delivered promptly thereafter by U.S. Mail to the following (unless otherwise specifically required by this Agreement to be delivered by other means or to another representative or point of contact and except for notices required in the ordinary course of business):

If to SPRINT:

National Integrated Services
SPRINT Communications Company L.P.
7301 College Blvd.
Overland Park, KS 66210
Mailstop KSOPKV0208
Attention: Group Manager, Local Market Development – Verizon Region
Telecopier: (913) 534-6303

with a copy of each notice relating to an action, suit, proceeding or claim to be sent simultaneously to:

SPRINT Communications Company L.P.
401 9th Street, NW, Suite 400
Washington, DC 20004
Attention: Director - State Regulatory Affairs/Northeast
Telephone: (202) 585-1936
Telecopier: (202) 585-1894

If to VERIZON:

Director-Contract Performance & Administration
Verizon Wholesale Markets

routing and completion by providing SS7 Common Channel Signaling (“CCS”) Interconnection, and Interconnection and access to toll-free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases, in accordance with Part IV and VERIZON's DTE MA No. 17 Tariff, as amended from time to time. SPRINT shall provide VERIZON with CCS Interconnection required for call routing and completion, and the billing of calls which involve SPRINT's Customers, at non-discriminatory rates, terms and conditions in accordance with Section 24.11 of the General Terms and Conditions, provided further that if the SPRINT information VERIZON requires to provide such call-related functionalities is resident in a database, SPRINT will provide VERIZON with the access and authorization to query SPRINT's information in the databases within which it is stored. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected directly to the other Party's CCS network. In either case, SPRINT shall comply with VERIZON's SS7 certification process prior to establishing CCS Interconnection with VERIZON

1.6(b) Operations Support Systems

Subject to the conditions set forth in Section 1.7 below, VERIZON shall provide SPRINT with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. All such transactions shall be submitted by SPRINT through such electronic interfaces.

1.7 Limitations on Unbundled Access

Notwithstanding anything else set forth in the Interconnection Agreement:

1.7.1(a) [Intentionally omitted.]

(b) To the extent that VERIZON is required by a change in Applicable Law to provide a network element on an unbundled basis to SPRINT, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of VERIZON (a “VERIZON UNE Tariff,” {including, but not limited to, to the extent applicable, VERIZON Tariff DTE MA No. 17}). In the absence of a VERIZON UNE Tariff, to the extent that VERIZON is required by Applicable Law to provide a network element to SPRINT, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and

billing) shall be as provided in this Interconnection Agreement. In the absence of a VERIZON UNE Tariff and if there is a conflict between the terms and provisions of this Interconnection Agreement and Applicable Law governing the provision of a network element, prior to VERIZON's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(c) VERIZON shall be required to provide a Network Element on an unbundled basis only where necessary facilities are available.

(d) VERIZON shall not provide SPRINT, and SPRINT shall not request from VERIZON, access to a proprietary advanced intelligent network service.

1.7.2 Without limiting VERIZON's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a Network Element or a Combination, if VERIZON provides a Network Element or combination of Network Elements ("Combination") to SPRINT, and the Department, the FCC, a court or other governmental body of appropriate jurisdiction determines that VERIZON is not required by Applicable Law to provide such Network Element or Combination, VERIZON may terminate its provision of such Network Element or Combination to SPRINT. VERIZON will give SPRINT ninety (90) days advance written notice of such termination. If VERIZON terminates its provision of a Network Element or a Combination to SPRINT pursuant to this Section 1.7.2 and SPRINT elects to purchase other services offered by VERIZON under this Agreement in place of such Network Element or Combination, then: (a) VERIZON shall reasonably cooperate with SPRINT to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of SPRINT; and, (b) SPRINT shall pay all of the charges set forth in this Agreement for such services, including, but not limited to, all applicable installation charges.

1.7.3 [Intentionally Omitted.]

1.7.4 [Intentionally Omitted.]

1.7.5 VERIZON shall provide SPRINT access to its Loops at each of VERIZON's Wire Centers for Loops terminating in that Wire Center. In addition, if SPRINT orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, VERIZON shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no additional charge to

ATTACHMENT D-1

INTERCONNECTION AGREEMENT

Dated as of November 1, 2000

by and between

VERIZON MASSACHUSETTS

**F/k/a BELL ATLANTIC - MASSACHUSETTS
and**

Level 3 Communications, LLC

11.0 UNBUNDLED ACCESS

To the extent required by Applicable Law, and subject to the provisions of this Section 11.0 (including, without limitation, Section 11.7 hereof), BA shall offer to Level 3 nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement; provided, however, that BA shall not have any obligation to continue to provide such access with respect to any Network Element listed in Section 11.1 (or otherwise) that ceases to be subject to an unbundling obligation under Applicable Law; provided further that, if BA intends to cease provisioning a Network Element that it is no longer required by Applicable Law to provision, the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) issues (or issued) public notice that BA is not required to provision a particular Network Element. Level 3 may request renegotiation pursuant to Section 27.3 hereof to obtain from BA access to any Network Element not listed in Section 11.1 that is subject to a legally effective FCC or Department order, and which BA makes available to requesting carriers under the Act; in such cases Level 3 shall not be required to use the Bona Fide Request Process to obtain nondiscriminatory access to such additional Network Element on an unbundled basis.

11.1 BA's Provision of Network Elements

Subject to Section 11.0, BA shall provide Level 3 access to the following:

- 11.1.1 Loops, as set forth in subsection 11.2;
- 11.1.2 Network Interface Device, as set forth in subsection 11.3;
- 11.1.3 Switching Elements, as set forth in subsection 11.4;
- 11.1.4 Interoffice Transmission Facilities, as set forth in subsection 11.5;
- 11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 17;
- 11.1.6 Operations Support Systems, as set forth in subsection 11.6; and
- 11.1.7 such other Network Elements in accordance with subsection 11.8 below.

11.2 Loop Transmission Types

Subject to Section 11.0, BA shall allow Level 3 to access the following Loop types (in addition to those Loops available under applicable Tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 11.2.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

27.2 The Parties understand and agree that this Agreement will be filed with the Department and may thereafter be filed with the FCC as an integral part of BA's application pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in BA's reasonable determination is likely to adversely affect BA's application pursuant to Section 271(d) of the Act, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s).

27.3 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, in the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Except as explicitly provided in Sections 4.2.4, 5.7 and 22 of this Agreement, notwithstanding anything else herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Level 3 hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing ninety (90) days prior written notice to Level 3, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply.

28.0 MISCELLANEOUS

28.9 Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith attempts at conducting good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve any dispute under this Agreement in a reasonable time (given, among other things, the circumstances giving rise to the dispute, the scope of perceived harm to the Parties, and the perceived threat to the services provided to Customers), either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

ATTACHMENT D-2

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS, F/K/A NEW ENGLAND
TELEPHONE AND TELEGRAPH COMPANY, D/B/A BELL ATLANTIC - MASSACHUSETTS**

and

LIGHTSHIP TELECOM, LLC

This Amendment No. 2 (the "Amendment") shall be deemed effective on March 27, 2002 (the "Effective Date") by and between Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Lightship Telecom, LLC, a Delaware Limited Liability Company with offices at 1301 Virginia Drive, Suite 120, Ft. Washington, Pennsylvania 19034 ("Lightship"). Verizon and Lightship being referred to collectively as the "Parties" and individually as a "Party". This Second Amendment covers services in the Commonwealth of Massachusetts (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated January 16, 2002 (the "Adoption Letter"), Lightship adopted in the Commonwealth of Massachusetts, the interconnection agreement between Level 3 Communications, LLC and Verizon (the "Terms"); and

WHEREAS, subsequent to the approval of the Terms Lightship notified Verizon that it desired to amend the Terms; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Terms; and

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, Applicable Law.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in the UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment attached hereto shall govern Verizon's provision of Network Elements to Lightship.

UNE Remand Attachment

1. General

- 1.1. Verizon shall provide to Lightship, in accordance with the Terms, as amended (hereinafter referred to in this UNE Remand Attachment as the "Agreement"), this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to Lightship only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to Lightship to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine Network Elements that are not already combined in Verizon's network. Consistent with the foregoing, should Lightship engage in a pattern of behavior that suggests that Lightship either i) knowingly induces Verizon Customers to order Telecommunications Services from Verizon with the primary intention of enabling Lightship to convert those Telecommunications Services to UNEs or Combinations, or ii) itself orders Telecommunications Services from Verizon without taking delivery of those Telecommunications Services in order to induce Verizon to construct facilities that Lightship then converts to UNEs or Combinations, then Verizon will provide written notice to Lightship that its actions suggest that Lightship is engaged in a pattern of bad faith conduct. If Lightship fails to respond to this notice in a manner that is satisfactory to Verizon within fifteen (15) business days, then Verizon shall have the right, with thirty (30) calendar days advance written notice to Lightship, to institute an embargo on provision of new services and facilities to Lightship. This embargo shall remain in effect until Lightship provides Verizon with adequate assurances that the bad faith conduct shall cease. Should Lightship repeat the pattern of conduct following the removal of the service embargo, then Verizon may elect to treat the conduct as an act of material breach in accordance with the provisions of the Agreement that address default.
- 1.3. Lightship may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to Lightship. Without limiting the foregoing, Lightship may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to Lightship in order to allow Lightship to provide such Exchange Access services.
- 1.4. Notwithstanding any other provision of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment:

- 1.4.1. To the extent Verizon is required by a change in Applicable Law to provide to Lightship a UNE or Combination that is not offered under the Agreement, this UNE Remand Attachment, and the Pricing Appendix to the UNE Remand Attachment to Lightship as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.
 - 1.4.2. Verizon shall not be obligated to provide to Lightship, and Lightship shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.5. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to Lightship, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to Lightship. If Verizon terminates its provision of a UNE or a Combination to Lightship pursuant to this Section 1.5 and Lightship elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with Lightship to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of Lightship; and, (b) Lightship shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.
- 1.6. Nothing contained in the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement, this UNE Remand Attachment and the Pricing Attachment to the UNE Remand Attachment as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Lightship on an unbundled basis or in combination with other Network Elements.
- 1.7. Except as otherwise expressly stated in the Agreement, this UNE Remand Attachment and the Pricing Appendix to the UNE Remand Attachment, Lightship shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with Verizon's tariffs at the Verizon Wire Center where those UNEs exist, and each Loop or Port shall, in the case of Collocation, be delivered to Lightship's Collocation node by means of a Cross Connection.
- 1.8. If as the result of Lightship Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Lightship Customer premises, Lightship will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Appendix to the UNE Remand Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.